



OUT-OF-STATE STUDENT EDUCATIONAL TRAINING

AFFILIATION AGREEMENT

BY AND BETWEEN

THE UNIVERSITY OF CONNECTICUT

AND

TERM

From: _____ To: _____

This Affiliation Agreement (the "Agreement") is made by and between the University of Connecticut, a constituent unit of the State of Connecticut System of Higher Education (the "University") and _____ (the "Facility"), each a "Party" and collectively the "Parties").

WHEREAS, the University offers degree programs ("Program") that require clinical and/or field experience; and

WHEREAS, the University desires to provide supervised clinical and/or field experience and instruction to its students enrolled in said Program (hereinafter the "Student/s"); and

WHEREAS, the Facility, in the interest of furthering the educational objectives of the University, is willing to make its facilities available to the Students for such experience and instruction; and

WHEREAS, the University and the Facility mutually desire to establish a clinical and/or education opportunity at the Facility for the Students (the "Opportunity");

NOW THEREFORE, in consideration of the promises and the mutual covenants, agreements and undertakings hereinafter set forth, it is hereby AGREED:

1. **PHILOSOPHY AND OBJECTIVES OF THE OPPORTUNITY.** The objectives of the Opportunity are to:
 - a. Prepare Students for future employment and/or careers through job exposure and work experiences; and
 - b. Increase the knowledge, skills and attitudes related to said employment and/or career; and
 - c. Increase the knowledge of, and access to, related community resources, including the social determinants of health ("SDOH").

2. TERM, AMENDMENT AND TERMINATION OF AGREEMENT

The term of this Agreement shall be effective as of the first date written above ("Effective Date"). Prior to the end of this term, the Parties may renew the Agreement by an amendment to this Agreement executed by both Parties. Such desire to renew shall be conveyed in writing at least sixty (60) days prior to the end of the termination date. Either the Facility or the University may terminate this Agreement at any time without cause by giving one hundred and twenty (120) days written notice to the other Party. Should notice of termination be given under this Section,

Students already scheduled to train at Facility will be permitted to complete any previously scheduled clinical assignment at Facility.

3. HOST FACILITY RESPONSIBILITIES

3.1 Experience. The Facility will accept, on mutually agreed upon terms, Students from the University for participation in the Opportunity in accordance with the terms of this Agreement.

a. The Facility shall provide the Opportunity for qualified Students to receive educational training under the supervision of Faculty provided by the University in accordance with the terms of this Agreement. The Facility shall not be responsible for the supervision, instruction, and/or educational training of the Students but shall, at all times, retain authority and responsibility for the delivery of patient care.

b. The Facility may assign an employee who may serve as a student mentor or preceptor as appropriate.

3.2 Equipment and Use of Facilities. The Facility shall provide equipment and supplies, including computer workstations, necessary for the administration of care and/or delivery of services by Students; suitable space for conferences connected with Student instruction; phone access; and secured locker room or equivalent space for use by Students and Faculty. Students and Faculty may use the Facility cafeteria when available during the training experience.

3.3 Orientation for Faculty and Students. The Facility will provide orientation to Students and Faculty in advance of the first experience, which shall include relevant Facility information, including policies, procedures, and rules for which Students and Faculty must comply.

3.4 Emergency Medical Care. The Facility will provide for emergency medical care to Students and/or Faculty who become ill or who are injured while on duty at the Facility. The cost of such care shall be the responsibility of the individual Student/Faculty receiving it.

3.5 Student Education Records. The Facility acknowledges that it may request access to student education records while performing its obligations pursuant to this Agreement. The Facility acknowledges that such information is subject to the Family Educational Rights and Privacy Act ("FERPA") and agrees that it will utilize such information only to perform the services required by this Agreement and for no other purpose. The Facility further agrees that it will not disclose such information to any third party without the prior written consent of the Student to whom such information relates.

3.6 Personal Protective Equipment ("PPE"):

a. The Facility shall provide Students and Faculty with appropriate PPE as required by applicable state and federal workplace safety laws and regulations.

b. Students' learning experience [will/will not/may] include caring for patients who are known to have been diagnosed with COVID 19 and or other infectious diseases.

3.7 Insurance. Upon request, Facility will provide proof that it maintains liability insurance in an amount that is commercially reasonable.

4. UNIVERSITY RESPONSIBILITIES

4.1 Planning. The University shall be responsible for the planning, implementation, and execution of all educational aspects of the Student's Opportunity.

4.2 Experience Description. The University shall submit to the Facility, at least thirty (30) days prior to commencement of the Opportunity, a description of the types of training experiences needed by the Students, the dates during which such experiences will be needed, the number of Students expected to participate in the Opportunity, and the names, professional credentials, and evidence of current licensure of Faculty who will supervise the Students. Faculty shall be responsible for planning and implementing individual Student assignments and for evaluating and grading Student performance.

4.3 Insurance. During the term of this Agreement, the University shall maintain professional liability insurance coverage for each Student and/or Faculty for their acts or omissions while participating in, or supervising, the Opportunity at the Facility. A Certificate of Insurance will be provided to the Facility, indicating professional liability coverage that conforms with Connecticut's requirements.

4.4 Student Health Insurance. The University will require all participating Students to maintain health insurance and provide proof of health insurance to the University.

4.5 Compliance with Facility Rules. The University will advise Students and Faculty that they are expected to comply with all policies, procedures, rules and regulations of the Facility, and that they must comply with instructions received from Facility personnel.

4.6 Confidential Information. The University will advise the Students, Faculty, and University personnel that they shall not disclose any confidential material or information connected with the Facility or any of its patients, except as required by federal or state law, including the Connecticut Freedom of Information Act ("FOIA"). The University shall also advise its Students and Faculty that they must comply with the Facility's policy on confidentiality. The University shall make reasonable efforts to enforce compliance by Students and Faculty with the Facility's policy on confidentiality.

4.7 Withdrawal of Students from the Opportunity. The University shall withdraw any Student from the Facility at the Facility's request, if the Facility determines that due to health, performance, or other reasons, such Student's continued participation in the Opportunity is detrimental to the Student, the Facility, and/or the Facility's patients or personnel.

4.8 Health Requirements. Appendix 1 includes the Facility's health, background check and drug screening requirements. The Program will provide evidence of meeting these requirements when required by the Facility. The University understands that the Facility may refuse participation in the Opportunity to any Student for whom evidence of compliance with Facility health requirements acceptable to the Facility cannot be provided.

4.9 Background Checks and Drug Screening. The University understands that all Students and/or Faculty placed in the Facility may be required to have obtained a satisfactory criminal background check and/or drug screening in accordance with University policies and procedures, as specified in Appendix 1. If required, the University shall conduct such screening(s) and will provide an attestation for each Student who has successfully completed the require screening(s). The Parties understand and agree that the Students, Faculty and/or Program or University will be responsible for paying the cost of obtaining any required screening(s) and the University agrees that it will so inform the Students. The University will, to the extent permitted by applicable law, share the results of a criminal background check and/or drug screening with the Facility upon request.

4.10 The University shall inform the Facility as soon as practicable of any changes in information previously provided to the Facility regarding a Student or the Opportunity.

4.11 Opportunity Evaluation. Program leadership will consult with Facility personnel at least once each year for the purpose of evaluating the Opportunity at the Facility, in an effort to continually provide an appropriate learning environment for the participating Students.

5. MUTUAL RESPONSIBILITIES

5.1 Required In-Services. If mandatory in-services are required, _____ will provide them. Such in-services may include general safety, infection control, Occupational Safety and Health Administration (“OSHA”) blood borne pathogens, Tuberculosis, fire safety, hazardous materials, use of electrical equipment, and shall be specific to the educational Opportunity Students will receive.

5.2 Students and Faculty Are Not Employees or Agents. Both the Facility and the University acknowledge that neither Students nor Faculty are to be considered employees or agents of the Facility when acting under the terms of this Agreement or receiving educational opportunities. No compensation will be provided by the Facility to Students or Faculty for the services performed under this Agreement.

5.3 Use of Name; Publication. The Facility shall allow the University to list the name of the Facility as an affiliated institution in catalogs, brochures and correspondence, subject to prior written approval by the Facility and in the Facility’s sole discretion. The University shall notify Students that they must obtain prior written approval from the University and from the Facility before publishing any material relative to the Opportunity or the Facility.

5.4 Health Insurance Portability and Accountability Act. The Parties agree that they will comply (and with respect to the University, cause its Students and Faculty to comply) with all applicable laws regarding the privacy, confidentiality, and security of patient information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the regulations promulgated thereunder (as of the compliance date of such regulations).

5.5 Debarment or Suspension. Each Party to this Agreement represents to the best of its knowledge that, as of the Effective Date and for three (3) years prior to the Effective Date, neither Party, nor any of its Faculty, Students, employees, principals or subcontractors are presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from entering into this Agreement by any federal and/or state department or agency.

5.6 Opportunity Changes. Both parties agree to notify the other Party of any change that may affect the Opportunity. The Program will be responsible for forwarding any communication related to such changes to the University’s Office of Clinical Placement Coordination.

6. GENERAL PROVISIONS

6.1 Notices. Any notice required under the terms of this Agreement shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to the University or Facility at the address set forth below. The notice shall be effective on the date of delivery indicated on the return receipt.

If to the University:

University of Connecticut
Office of Clinical Placement Coordination (OCPC)
343 Mansfield Road, Unit 1280
Storrs, CT 06269-1280
Attn: Jean McCarthy, Director

If to the Facility:

Attn: _____

6.2 Prohibition Against Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

6.3 Accommodations for Persons with Disabilities. In the event that a Student or a member of the Faculty or another University employee requires accommodation for a disability beyond those accommodations that are currently available at the Facility, the Facility shall be responsible for making any arrangements necessary to effectuate the additional accommodation.

6.4 Worker's Compensation. The University and the Facility agree that the Facility is not responsible for any Workers' Compensation or disability claim filed by a Student or Faculty. The Facility and the University agree that the Students are not employees of the Facility or the University and are not covered by Workers' Compensation. The Faculty are employees of the University and are covered accordingly under Workers' Compensation. With respect to employee compensation for services provided in connection with this Agreement, the Facility and the University agree each shall be responsible their own employees' withholding taxes, Workers' Compensation, and other employment-related taxes.

7. REQUIRED PROVISIONS – STATE OF CONNECTICUT. References in this section 7 to "contract" shall mean this Agreement and references to "Contractor" shall mean the Facility.

7.1 Statutory Authority. Connecticut General Statutes sections 4a-52a, 10a-104, 10a-108, 10a-114a, and/or 10a-151b provide the University with authority to enter into contracts in the pursuit of its mission.

7.2 Claims. The Contractor acknowledges that the presentation of any claim against the State of Connecticut or the University arising from this Agreement must be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

7.3 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws.

8. POWER TO EXECUTE

The individual signing this Agreement on behalf of the Facility certifies that s/he has full authority to execute the same on behalf of the Facility and that this Agreement has been duly authorized, executed and delivered by the Facility and is binding upon the Facility in accordance with its terms.

9. ENTIRE AGREEMENT

This Agreement is the entire agreement between the Facility and the University and supersedes and rescinds all prior agreements relating to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

Enter Facility Name: _____

UNIVERSITY OF CONNECTICUT

Signature: _____

Signature: _____

Print Name _____

Print Name _____

Title _____

Title _____

Date _____

Date _____

University Approved Template rev. 06/14/2024

APPENDIX 1

STUDENT REQUIREMENTS

No specific requirements; we accept the University's minimum requirements; OR specify below:

Measles, Mumps & Rubella (MMR) - Positive titers

Non-Responder accepted

Varicella - Positive titer

Non-Responder accepted

Hepatitis B

Positive titer

Vaccine series

2-dose

3-dose

Signed declination

Non-Responder accepted

Tdap within 10 years

Influenza (most recent cycle)

Exemption accepted for medical reasons

Exemption accepted for religious reasons

Exempted individuals need to:

Wear a mask 10/1-4/30

Polio

Physical Exam

Annual

How recent: _____

Tuberculosis (TB)

QuantiFERON Gold blood test

Two-step Mantoux PPD skin test

Mantoux PPD skin test

T-Spot

Chest X-ray (if tests are positive or TB history)

COVID-19

Primary series (Johnson & Johnson, Moderna, Pfizer)

Bivalent Booster

CDC recommendation for age group

Exemption accepted for medical reasons

Exemption accepted for religious reasons

COVID-19 Exempted individuals need to:

Wear a mask at all times

Submit weekly PCR testing to program

Submit weekly at home test to program

Additional Training

CPR

HIPAA

OSHA

Background Screening

Basic Criminal Background Check covering all states of residence for 7 years

FACIS Level 3

Other (please specify)

Drug Screen

10-panel

12-panel

Additional requirements not listed: